

Exhibit E

United States of America
State of California
Mendocino County

**MENDOCINO COAST HEALTH CARE DISTRICT
2011 HIT/EHR Taxable Promissory Note**

INTEREST RATE:	MATURITY DATE:	DATED DATE:
3.75%	December 1, 2014	December 9, 2011

REGISTERED OWNER: UHC OF CALIFORNIA

PRINCIPAL SUM: EIGHT HUNDRED TWO THOUSAND EIGHT HUNDRED FIFTY DOLLARS

MENDOCINO COAST HEALTH CARE DISTRICT, a local health care district organized and existing under and pursuant to The Local Health Care District Law of the State of California (herein called the "District"), for value received, hereby promises to pay (but only out of the Available Moneys and other assets pledged therefor as hereinafter mentioned) to the Registered Owner stated above or registered assigns, on the Maturity Date stated above (subject to any right of prior redemption hereinafter mentioned), the Principal Sum stated above in lawful money of the United States of America, and to pay interest thereon in like lawful money from the date hereof until payment of such principal sum shall be discharged as provided in the Indenture hereinafter mentioned, at the Interest Rate per annum stated above, payable semiannually on each June 1 and December 1 (each, an "Interest Payment Date"), commencing June 1, 2013. The principal (or redemption price) hereof is payable at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A. (together with any successor trustee, herein called the "Trustee"), in Los Angeles, California (or at the principal corporate trust office of any successor trustee). Payment is payable by wire transfer. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

This Note is one of a duly authorized issue of notes of the District designated as "Mendocino Coast Health Care District 2011 HIT/EHR Taxable Promissory Notes" (herein called the "Notes"), limited in aggregate principal amount to two million five hundred thousand dollars (\$2,500,000), and issued pursuant to the provisions of The Local Health Care District Law of the State of California (constituting Division 23 of the California Health and Safety Code) together, herein called the "Law", and pursuant to an indenture, dated as of December 1, 2011, between the District and the Trustee (the "Indenture"). The Notes are issued for the purpose of financing certain health information technology/electronic health records (HIT/EHR) equipment and software for the District. All capitalized terms not otherwise defined shall have the meanings set forth in the Indenture.

Reference is hereby made to the Indenture (a copy of which is on file at said office of the Trustee) and all indentures supplemental thereto and to the Law for a description of the rights thereunder of the registered owners of the Notes, the nature and extent of the security, the

rights, duties and immunities of the Trustee, and the rights and obligations of the District thereunder. The Owner of this Note, by acceptance hereof, assents and agrees to all the provisions of the Indenture.

The Notes and the interest thereon are payable from Available Moneys (as that term is defined in the Indenture). Neither the faith and credit nor the tax revenues received by the District are pledged to the payment of the principal of or interest on the Notes. The Notes are not a debt of the State of California or any political subdivision thereof, and neither said State nor any political subdivision thereof (except the District to the extent provided in the Indenture) is liable for the payment thereof.

The Notes are subject to redemption prior to their respective stated maturities as a whole or in part on any date, at the principal amount thereof and interest accrued thereon to the date fixed for redemption, without premium.

If this Note is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

Any notice of optional redemption of Notes shall state that such redemption shall be conditional upon the receipt by the Trustee by 11:00 A.M. (California time) on the Business Day preceding the date fixed for redemption of moneys sufficient to pay in full the redemption price of such Notes (unless the Trustee shall be in receipt of such moneys at the time such notice is given). If such moneys shall not be so received, such notice of redemption shall be of no force and effect, the District shall not redeem such Notes and the Trustee shall give notice, in the manner in which the notice of redemption was given, that such moneys were not so received and that such redemption did not occur. In such event, the Trustee shall promptly return Notes which it has received to the registered owners thereof.

If an Event of Default (as that term is defined in the Indenture) shall occur, the principal of all Notes may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture. The Indenture provides that in certain events such declaration and its consequences may be rescinded by the registered owners of not less than a majority in aggregate principal amount of the Notes then outstanding or by the Trustee.

This Note is not transferable or exchangeable.

The District and the Trustee may treat the Owner hereof as the absolute owner hereof for all purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

The Indenture and the rights and obligations of the District the Owner and the Trustee may be modified or amended from time to time and at any time in the manner, to the extent and upon the terms provided in the Indenture; provided that no such modification or amendment shall (i) extend the fixed maturity of any Note, or reduce the amount of principal hereof, or extend the time of payment, or reduce the rate of interest hereon, or extend the time of payment of interest hereon, or reduce any premium payable upon the redemption hereof, without the consent of the registered owner of each Note so affected, or (ii) reduce the percentage of Notes the consent of the registered owners of which is required to effect any such modification or amendment, or permit the creation of any lien on the Available Moneys and other assets pledged as security for the Notes prior to or on a parity with the lien created by the Indenture, or deprive the registered owners of the Notes of the lien created by the Indenture on such Available Moneys and other assets (except as expressly provided in the Indenture),

without the consent of the registered owners of all Notes then outstanding, all as more fully set forth in the Indenture.

IT IS HEREBY CERTIFIED AND RECITED that any and all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Law, and by the Constitution and laws of the State of California, and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution and laws of the State of California, and is not in excess of the amount of Notes permitted to be issued under the Indenture.

This Note shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, Mendocino Coast Health Care District has caused this Note to be executed in its name and on its behalf by the signatures of its Chief Executive Officer and its Chief Financial Officer and attested by the signature of the Secretary of its Board of Directors, all as of the Dated Date stated above.

MENDOCINO COAST HEALTH CARE
DISTRICT


By


Chief Executive Officer

By


Chief Financial Officer

Attest:


Secretary of the Board of Directors